

MATERIAL SUPPLIER AGREEMENT

Agreement made the 15TH day of NOVEMBER, 1992 between

K. HOVNANIAN AT NEWARK URBAN RENEWAL CORPORATION III, INC.

ATTENTION: MARK VANSELOUS

10 HIGHWAY #35, P.O. BOX 500

RED BANK, NJ 07701 (hereinafter called Developer) and:

MATERIAL SUPPLIER:

TRILCO

ONE SOUTH MAIN STREET

SOUTH TOMS RIVER, NJ 08753

TRILCO (hereinafter called Material Supplier).

TYPE OF MATERIAL TO BE DELIVERED: EXTERIOR DOORS

MATERIAL SUPPLIER INFORMATION

MATERIAL SUPPLIER'S REPRESENTATIVE: LARRY GELBER

BUSINESS PHONE: 908-349-4900

EMERGENCY PHONE: _____

FEDERAL I.D. NUMBER: 22-1805243

VENDOR NUMBER: T0757

JOB SITE LOCATION: SOCIETY HILL AT UNIVERSITY HEIGHTS III
WICKLIFFE & WEST MARKET, NEWARK,
NEW JERSEY 07103

In consideration of the promises, covenants, terms and conditions set forth herein, the Developer and Material Supplier agree as follows:

GENERAL

1. The material to be supplied hereunder shall conform to the specifications, prices, and payment schedule herein or attached to this Material Supplier Agreement. No deviations from the specifications aforesaid shall be allowed without a written amendment to this Agreement. All invoices and/or purchase orders must contain project information and vendor number for payment approval.

KHOV004443

SMD/September 1991

TERMS OF PAYMENT

2. All invoices and/or purchase orders shall be paid within thirty (30) days of approved invoice or purchase order date in accordance with price schedule herein. The approved invoice or purchase order date shall be the latter of the date material is received in good order by Developer pursuant to Paragraph 5 or the date of the invoice or purchase order. Material Supplier acknowledges that invoices and/or purchase orders not received by Developer promptly after invoice/purchase order date may not be paid within thirty (30) days but will be paid within thirty (30) days of Developer's receipt of invoice or purchase order.

Purchase orders (white and yellow copies) may be issued to Material Supplier prior to the first delivery per the Schedule "A" attachment to this Agreement. Upon delivery, Material Supplier will sign and date the purchase order in the space provided and submit the yellow copy of the purchase order to Developer's representative for approval. At his option, Material Supplier may attach to the yellow copy of the purchase order his invoice or delivery ticket, in which case the invoice or delivery ticket number will be printed on the check. Developer's representative will submit the purchase order and attached invoice to Developer's Corporate Headquarters for payment. The yellow copy of the purchase order is the only copy acceptable for submission for payment. Developer will not accept the white copy or photo copies of purchase orders. The white copy is for the Material Supplier's records. In the event that the materials supplied are defective, or in some other way deficient, and the purchase order is to be partially paid, the purchase order will be adjusted by Developer's Representative and a new purchase order will be issued for the remaining amount. If purchase orders are not issued, Material Supplier may submit an invoice for materials supplied. Material Supplier must include a Vendor Number, Function Number and Subfunction Number on all invoices submitted for payment. Payment of invoices and/or purchase orders by Developer shall not be interpreted to mean that Material Supplier has performed all of its obligations under this Agreement.

TAXES (ST-8 FORM)

3. All federal, state, county or municipal sales, excise, payroll or other taxes required to be paid by law and all delivery costs are included in the contract sum and shall be paid by the Material Supplier. Invoicing must show sales tax as a separate item on invoice, if applicable. In accordance with the ST-8 form attached for Material Supplier's signature, Material Supplier must certify that all sales and use taxes due will be paid by the Material Supplier on purchases of materials incorporated or consumed in the performance of the Agreement described herein.

PRICES FIRM AS FOLLOWS

4. Material Supplier agrees to be bound by the prices set forth herein, which shall not be subject to change for: (Choose 1, 2 or 3, whichever applies, and initial).

- X 1. a period of 1 year commencing on
November 15th, 1992 or
2. Phase(s) commencing with
Phase ; or

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_____ 3. Section(s) _____ commencing with
Sections _____; unless terminated
as provided herein.

After 1 year, this Agreement shall be automatically renewed on a month-to-month basis with all prices and conditions remaining as stated in this Agreement or Material supplier must supply Developer with a written notification 45 days prior to any effective price change.

DELIVERY

5. Material Supplier has included all delivery charges in the prices set forth herein unless otherwise noted separately on the price schedule page. MATERIAL SUPPLIER AGREES THAT ALL DELIVERIES OF MATERIALS TO THE JOB SITE WILL BE: (Choose 1 or 2, whichever applies, and initial).

- X 1) F.O.B. (Freight on Board) and Developer will be responsible for unloading of trucks or
- _____ 2) Protected from the weather and unloaded from trucks by Material Supplier into building and/or individual unit as per directions of Developer given before or at the time of delivery.

No Material Supplier trucks shall be allowed to drive across concrete curbing on construction site without prior permission from the Developer's representative. The cost to repair damages which result from violation of this contract provision or for other damages to the construction site caused by Material Supplier shall be backcharged against Material Supplier.

QUALITY OF MATERIALS

6. Material Supplier agrees that all materials furnished or delivered shall be new unless otherwise specified, free from faults and defects, in conformance with the plans and specifications herein and must comply with the applicable construction codes of the local, state or federal agencies having jurisdiction. By delivery of materials the Material Supplier warrants that they are fit for their particular intended purpose and are merchantable. All materials not conforming to the requirements hereof shall be considered defective. In the event of defective materials, Material Supplier agrees to correct such defect immediately upon receipt of written notice from the Developer. If, after 24 hours from Material Supplier's receipt of written notice from the Developer, Material Supplier has not corrected such defect, then Developer may, without prejudicing or limiting any other remedy it may have, correct such defect and deduct the cost thereof, including all consequential or incidental costs associated with removal and replacement of installed materials, from any payments then or thereafter due the Material Supplier from Developer.

DELIVERIES TO COMPLY WITH MASTER SCHEDULE

7. Material Supplier agrees to supply materials to the jobsite hereunder within the time frame of the Developer's "Master Schedule" which shall be posted in the Developer's construction trailer and shall govern the sequencing and scheduling of all work performed on the project. In the event that Material Supplier determines that full compliance with said schedule is beyond his capabilities, he shall notify Developer in writing. Developer shall then take

corrective action which shall include, but not be limited to, the awarding of a portion of the materials to be supplied hereunder, to another Material Supplier. Absent such written notification, Material Supplier's failure to comply with "Master Schedule" shall be considered a breach of this Agreement.

INDEMNITY AND INSURANCE

8.(A) Material Supplier shall secure and maintain for the duration of the contract such insurance as will protect it from claims under the Worker's Compensation Statute for the state in which the work is located and from such claims for bodily injury, death or property damage as may arise in the performance of Material Supplier's services under this Agreement, such coverage to be equal or greater than the minimum limits hereinafter set forth.

(B) The Material Supplier hereby agrees to assume the entire responsibility and liability for any and all injuries or death of any and all persons and any and all losses or damage to property caused by or resulting from or arising out of any act, neglect or negligence, omission or agreement on the part of the Material Supplier, its agents, officers, employees, subcontractors or servants in connection with this Agreement or with the prosecution of the work hereunder, whether covered by the insurance specified herein or not. Material Supplier shall indemnify, defend and save harmless the Developer, its agents, officers, employees, affiliated entities (including but not limited to condominium associations established by Developer and its trustees and members) from any and all claims, losses, damages, fines or penalties, legal suits or actions including reasonable attorney's fees, expenses and costs which may arise out of any and all such claims, losses, damages, legal suits or actions for the injuries, deaths, losses and/or damages to persons or property.

(C) Without any limitation to the obligations set forth in subparagraph 6(B), Material Supplier further agrees that Material Supplier's indemnification to Developer hereunder shall extend to and include any imputed or vicarious liability of Developer arising from any acts, negligence, omission or agreement of Material Supplier. By way of example, and not of limitation, if any acts, negligence, omission or agreement on the part of the Material Supplier, its agents, officers, employees, subcontractors or servants in connection with this Agreement or with the prosecution of the work hereunder or otherwise causes or operates as a violation of the Federal Occupational Safety and Health Act 29 U.S.C. 651 et seq. ("OSHA") or similar or related laws, rules, regulations, codes, standards or requirements (regardless of whether the Developer, the Material Supplier or others either jointly or severally are named as parties in any suit or proceeding relating thereto or actually receive a citation, summons, complaint, fine, violation or notice of violation for same, etc.), Material Supplier shall indemnify, defend and save harmless the Developer, its agents, officers, employees, or affiliated entities (including but not limited to condominium associations established by Developer and its trustees and members) from any and all claims, losses, damages, fines or penalties, legal suits or actions including reasonable attorney's fees, expenses and costs which may be brought relative thereto be they for injuries, deaths, losses or damages to persons or property or be they related to or in any way involving claims based on or arising from actual or alleged violations of OSHA or similar or related laws codes, standards, regulations, rules or requirements with which Developer becomes directly or indirectly involved. This indemnity from Material Supplier shall extend to and include, but shall not be limited to, matters as to which Material Supplier and Developer each may be alleged to be or found liable for negligence or other fault or liability arising from the same

incident, accident or state of facts. However, this indemnity from Material Supplier to Developer shall not be construed to extend to or include claims, losses, damages or expenses of any kind arising from the sole negligence of Developer.

(D) Material Supplier shall assume and defend, at its sole expense, any suit, claim or legal or other proceedings for which indemnity is hereby required, with legal counsel subject to approval by Developer.

MINIMUM LIMITS OF INSURANCE COVERAGE

Worker's Compensation:	Statutory Per State Requirement
Comprehensive General Liability (Incl. contractual liability):	\$1,000,000 Combined Single Limit (CSL)
Automobile Liability:	\$500,000 Combined Single Limit (CSL)

Not less than three (3) days prior to commencing work, the Material Supplier shall deliver to Developer, at the address shown on the first page hereof, an insurance certificate naming "K. Hovnanian Developments of New Jersey, Inc., its Subsidiaries and Affiliated Companies" as an "additional insured" (not a certificate holder) evidencing the above specified coverages. The insurance certificates shall additionally waive the carriers' rights of subrogation as to the Developer, and shall provide that the insurance coverage will not be decreased, changed, terminated or cancelled without ninety (90) days prior written notice to Developer. It shall be the Material Supplier's responsibility to renew insurance certificates as they expire and to deliver a copy of the renewal certificate to Developer at least ten (10) days prior to their expiration. Failure to maintain insurance coverage in accordance herewith shall constitute a breach of the Agreement and shall entitle Developer to withhold payments required hereunder or to suspend or terminate Material Supplier.

NO PERSONS UNDER THE AGE OF 18 ARE TO BE ALLOWED ON THE CONSTRUCTION SITE.

TERMINATION BY CONTRACTOR

9. If Material Supplier (a) shall fail to commence the deliveries within the time required by the provisions hereof; or (b) shall, on subsequent deliveries hereunder, delay delivery for a period of more than two (2) business days from the agreed upon delivery date; or (c) shall default in the performance of any covenant or condition hereunder, and shall fail to remedy such default within 24 hours from the time of notice from Developer, requesting compliance with the terms hereof; then, in such event, Developer may terminate this Agreement by giving written notice to Material Supplier whereupon this Agreement shall be fully terminated and cancelled and Developer shall have no further obligations to Material Supplier hereunder. In such event, Developer shall proceed to complete, or cause to be completed, the deliveries that the Material Supplier was obligated to do hereunder in the manner and within the time specified herein, and Material Supplier shall promptly pay to the Developer, upon written request thereof, the amount of any damages sustained by Developer as a result of Material Supplier's failure to adhere to the terms of this Agreement, including without limitation, all costs and expenses incurred by Developer in connection with completing the work in the manner and within the time specified herein to the extent that such costs and expenses exceed the unpaid balance of the agreed to prices set forth herein as specified in Schedule A hereto.

The foregoing remedy shall be cumulative and not exclusive of any other remedies of Developer at law or in equity. In the event Developer institutes a lawsuit against Material Supplier to recover damages caused by Material Supplier's breach of this Agreement and a court of competent jurisdiction finds that Developer is entitled to recover such damages against Material Supplier, Material Supplier shall also be responsible for Developer's costs of litigation and Developer's reasonable attorney's fees at both the trial and appellate levels.

Developer may terminate this agreement for any reason or no reason whatsoever, upon thirty (30) days written notice. If such termination is for the convenience only of Developer, and Material Supplier is not then in default in the performance of any of the terms or conditions hereof, Material Supplier shall be paid for its deliveries completed to the date of termination, whereupon Material Supplier shall remove its tools, equipment, personnel and debris from the job site. In the event of such termination, Material Supplier shall not be entitled to damages of any kind.

TERMINATION FOR CONVENIENCE OF MATERIAL SUPPLIER

10. Material Supplier may terminate this Agreement by giving Developer forty-five (45) days written notice of its desire to terminate. If, as of the date of such termination, Material Supplier is not in default of its performance under this Agreement, Material Supplier will be paid for its material delivered to the date of termination.

LABOR DISPUTES

11. The presence of picket lines of any kind or form or the occurrence of a labor dispute or union activity of any nature shall not excuse the Material Supplier of its obligation to deliver the materials required under this Agreement. Failure or refusal to perform said deliveries for Developer because of a labor dispute or union activity of any kind (whether or not the dispute relates to its Material Supplier, the Developer or a third party) shall result in the cancellation of this Agreement at the discretion of the Developer without any prior notice to the Material Supplier. Upon cancellation by the Developer, the Material Supplier shall be liable for all damages, including, but not limited to, any additional expense incurred by Developer to perform the deliveries for the duration of any such labor dispute or union activity or in replacing Material Supplier after cancellation of the contract by the Developer or for loss of any revenue caused by Material Supplier's failure or refusal to perform the deliveries called for under this Agreement. Damages may be deducted by the Developer from any monies due to Material Supplier from Developer at the time of cancellation. Material Supplier shall employ labor and purchase materials pursuant to the terms and conditions that foster good and harmonious labor relations at the job site.

MATERIAL SUPPLIER-SOLE EMPLOYER

12. It is understood and agreed that the Developer and Material Supplier are not joint employers. Employees of the Material Supplier are, and remain, solely its employees. The Material Supplier has the sole and exclusive right to hire, fire, supervise and direct its workforce; appoint supervisors or managerial personnel; set compensation and fringe benefits; establish wages, hours and working conditions; pay and remit all withholding taxes, Social Security, unemployment taxes and such other monies as may become payable as a result of an employer-employee relationship; and to direct the performance of its employees. No third party beneficiary relationship is created between those hired by the Material Supplier and the Developer.

GUARANTEE

13. Material Supplier agrees that materials supplied pursuant to this Agreement shall be unconditionally guaranteed to the later of: (1) one year from the date of Developer's payment for the materials provided or (2) one year from the date of Developer's transfer of title of the property on which the material was installed in the home supplied to a bona fide purchaser for value in an arm's length transaction or (3) for the length of the manufacturer's warranty (hereinafter the Warranty Period) or (4) for the length of time Developer extends guarantees to Purchasers or (5) the expiration date of the applicable statute of limitations.

In the event a defect in the improvements resulting from faulty materials is discovered, Material Supplier shall be responsible for correcting said defect within five (5) days of written notice of said defect and for damage resulting from said defect during the Warranty Period.

EXTRAS

14. No extras will be allowed unless Developer and Material Supplier agree in writing in advance of the delivery of such extra material. Failure to agree in writing in accordance with this Paragraph that the material shall constitute an extra shall be conclusive in any action between the parties hereto that the material was intended to be within the scope of the material to be delivered hereunder and does not constitute an extra. **ALL INVOICES FOR ALL EXTRA MATERIAL SHALL BE SUBMITTED NO LATER THAN NINETY (90) DAYS AFTER DELIVERIES ARE COMPLETED OR DEVELOPER SHALL NOT BE OBLIGATED TO PAY FOR SUCH EXTRA MATERIAL.**

RECORDATION

15. Material Supplier expressly agrees that this Agreement will not be recorded and that Material Supplier will file no Mechanics or Materialman's lien, Mechanics Notice of Intention or take any other action which may result in the attachment of a lien on the property to which the material is being delivered. Material Supplier warrants and covenants that it shall obtain a written agreement from all its secondary material suppliers and/or subcontractors, if Material Supplier is allowed by Developer to utilize secondary material suppliers and/or subcontractors pursuant to Paragraph 16, whereby said secondary material suppliers and/or subcontractors agree not to record any Mechanics or Materialman's lien in connection with this project. Material Supplier shall pay promptly when due, all invoices of secondary material suppliers and/or subcontractors. Failure to comply with this Paragraph shall be deemed a material and substantial breach of the Agreement, for which Developer may immediately terminate this Agreement and exercise any other of Developer's remedies hereunder.

SECONDARY MATERIAL SUPPLIER

16. No secondary material supplier or subcontractor shall be used by the Material Supplier unless previously approved in writing by Developer. The Material Supplier shall supply Developer with a list of possible secondary material suppliers and/or subcontractors as part of his bid package. For all secondary material suppliers or subcontractors approved by Developer, Material Supplier warrants and covenants that it shall enter into written agreements with these secondary suppliers requiring them to carry insurance in compliance with Paragraph 8 of the Agreement. Failure to maintain insurance coverage in

accordance herewith shall constitute a breach of the Agreement and shall entitle Developer to withhold payments required hereunder or to suspend or terminate Material Supplier.

ACCESS AND FIELD CONDITIONS

17. The Material Supplier shall access the site through specified locations and gates under direction of Developer. As warranted by field conditions, and at the discretion of the Developer, Material Supplier may be required to wash off the wheels of his vehicle departing the site. Failure of Material Supplier to comply with this Paragraph shall be deemed to be a material and substantial breach of this Agreement. Developer shall provide a wash station, if required, at Developer's expense.

HEADING

18. Any titles or headings herein are for purposes of references only and shall not be deemed to be a part of the Agreement.

GOVERNING LAWS

19. This contract shall be governed by the laws of the State of New Jersey.

NON-EXCLUSION

20. The Developer may, under separate agreement, engage others to supply materials of the same type as the Material Supplier at this project location.

PROHIBITION OF PERFORMING WORK FOR DEVELOPER'S EMPLOYEES

21. Without the written consent of the President of Developer, Material Supplier shall not deliver any materials of any nature whatsoever for any employee of Developer or its affiliated companies. Failure of Material Supplier to comply with this Paragraph shall be deemed to be a material and substantial breach of this Agreement.

ALL CHANGES IN WRITING

22. This Agreement cannot be changed or modified orally. Any change or termination must be in writing and signed by the parties.

ASSIGNMENT

23. Any assignment by the Material Supplier of this Agreement or any interest in it or any money due or to become due without the written consent of the Developer is prohibited and shall be void. Any assignment with the consent of the Developer shall not relieve the assignor of any responsibility or obligation under the Agreement.

PRIOR AGREEMENTS

24. This Agreement sets forth the entire understanding of the parties hereto and supersedes all other agreements and understandings among or between any of the parties hereto relating to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent agreements of the parties.

MATERIALS, SPECIFICATIONS, PRICES AND PAYMENT SCHEDULE

KHOV004451

EFFECTIVE DATE : 25-NOV-1992

SCHEDULE A

A-1

IW - UNIVERSITY HEIGHTS III (SITE 'E')

VENDOR: T0757 - TRILCO
COMPONENTS,DOORS/EXT

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MODEL	FOUNDATION	UOM	QUANTITY	UNIT PRICE	AMOUNT
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FUNCTION A-12-C EXTERIOR DOORS

✓	M12-AA				3172.00
✓	M16-AA				4128.00
✓	M20-AF				4964.00
	M20-AG				5084.00
✓	M24-AC				5920.00
	M24-AD				5920.00
✓	M28-AA				6876.00
✓	T06-AA				1480.00
✓	T12-AA				2476.00



KHOV004452

EFFECTIVE DATE : 25-NOV-1992

SCHEDULE A

A-2

IW - UNIVERSITY HEIGHTS III (SITE 'E')

VENDOR: T0757 - TRILCO
COMPONENTS,DOORS/EXT

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FOUNDATION SUMMARY

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FOUNDATION	DESCRIPTION	EXTERIOR DOOR	TOTAL
		A-12-C	
M12-AA	12 UNIT STACKED T	3172.00	3172.00
M16-AA	16 UNIT STACKED T	4128.00	4128.00
M20-AF	20 UNIT STACKED T	4964.00	4964.00
M20-AG	20 UNIT STACKED T	5084.00	5084.00
M24-AC	24 UNIT STACKED T	5920.00	5920.00
M24-AD	24 UNIT STACKED T	5920.00	5920.00
M28-AA	28 UNIT STACKED T	6876.00	6876.00
T06-AA	6 UNIT TOWN/FLAT	1480.00	1480.00
T12-AA	12 UNIT TOWN/FLAT	2476.00	2476.00



KHOV004453

EFFECTIVE DATE : 25-NOV-1992

SCHEDULE A

A-3

IW - UNIVERSITY HEIGHTS III (SITE 'E')

VENDOR: T0757 - TRILCO
COMPONENTS,DOORS/EXT

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MODEL      FOUNDATION PART NUMBER  MFG. PART  DESCRIPTION          PHASE TRADE    FUNCTION  UOM  QTY  UNIT PRICE  AMOUNT
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OPTIONS
=====
          T12-AA      YES00              STEP FOR BLDG. 30          1  COMPONENTS  A-12-C              2416.00
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SCHEDULE C

CITY OF NEWARK AFFIRMATIVE ACTION REQUIREMENTS

The Prime Subcontractor shall adhere to all terms and conditions of the City of Newark's Affirmative Action Program, ordinances and rules and regulations relative thereto, all as amended. Prime Subcontractor shall comply with same and will complete all forms and supply all information and documents requested by the Developer or City of Newark Officials. By signing this Prime Subcontractor's Agreement Prime Subcontractor confirms that he has reviewed all applicable ordinances, rules and regulations, copies of which are maintained in the construction trailer at the project which included but is no limited to Newark Municipal Council Resolution TRBC, Ordinance 6 and FBE enacted December 9, 1984, which amends Newark Revised Ordinance 2:2-40.1 et. seq. which outlines monetary penalties and punishment and other terms regarding compliance. In addition the following pertains:

1. Primary Subcontractor is to complete the required appendixes A thru G inclusive and defined by the office of Affirmative Action City of Newark: Standard Operating Procedures. A copy of the standard operating procedures with forms revised May 1988 is attached for your general review. Contact either Anthony Battle or Linda Thorne at the City Affirmative Action Department (201) 733-8159 for the most recent procedure manual and guidance in completing appendixes A thru G.
2. Form A thru G are to be completed and executed by the Prime Subcontractor at the time of contract signing. Originals are to be forwarded by the Prime Subcontractor to the City of Newark attention Anthony Battle. A copy set is to be submitted to the Developer with the contract documents at the time of signing.
3. Appendixes F and G are to be updated and submitted to the Developer's Field Administrative Assistant before the 3rd of each month. Appendix G is to include the total dollar amount awarded to the Prime Subcontractor up to the current month. Appendix F defines the onsite work force personnel for that month.
4. A certified weekly payroll is to be submitted Friday of each week to the Developer's Field Administrative Assistant. Sample Form attached for review.
5. Prime Subcontractor's foreman/supervisor is to submit a daily work force head count to the Developer's Field Administrative Assistant no later than 8:30 a.m. of each work day. The head count for any work activity performed by the Prime Subcontractor on the weekend is to be documented and submitted the Monday following no later than 8:30 a.m.
6. Failure to comply and/or submit the required documentation as described or required by the City of Newark Affirmative Action Department will result in a delay of payment of monies to the Prime Subcontractor until such documentation is in order.

Description

Submit

Appendix A thru G
Updated Appendix F and G
Certified Weekly Payroll
Daily Head Counts

Time of Contract signing
3rd of each month
Friday of each week
8:30 a.m. each day

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SCHEDULE C

Women's Business Enterprises

Furthermore, City of Newark is actively representative of the Women's Business Enterprises. Contact Linda Thorne for information at (201) 733-6394.

If Prime Subcontractor has represented to Developer that it has reviewed MBE/WBE qualification requirements and that it can obtain certification as an MBE/WBE. Prime Subcontractor is to provide to Developer proof that it has submitted all necessary documentation for the above certification process to a certifying agency approved by Developer and the City of Newark and to provide to Developer copy of all said documentation. The Prime Subcontractor shall provide to Developer verification of it receiving certification within five (5) days of receipt of same from the certifying agency. Prime Subcontractor shall have a continuing obligation to forward copies of all communication to or from the certifying agency during the certification process or at any time thereafter if Prime Subcontractor's certification is in question.

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Office of Affirmative Action City of Newark

STANDARD OPERATING PROCEDURES



City of Newark
Sharpe James
Mayor

MUNICIPAL COUNCIL
Ralph T. Grant, Jr.,
Council President

Donald Bradley
Councilman, South Ward

George Branch
Councilman, Central Ward

Anthony Carrino
Councilman, North Ward

Gary Harris
Councilman-At-Large

Henry Martinez
Councilman, East Ward

Ronald L. Rice
Councilman, West Ward

Donald Tucker
Councilman-at-large

Marie L. Villani
Councilwoman-at-Large

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City of Newark Affirmative Action Program

Standard Operating Procedures

Revised May 1988

PURPOSE:

To establish a procedure for each contractor or sub-contractor to follow with regard to employment and compliance of the Affirmative Action Program.

PROCEDURE:

SECTION I	General Information	Pg. 1
SECTION II	Contractors Responsibilities	Pg. 2
SECTION III	Pre-Award Documents	Pg. 3-10
SECTION IV	Meeting Manpower Goals	Pg. 11
SECTION V	Daily reports	Pg. 13
SECTION VI	Payroll Reports	Pg. 15

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SECTION I
GENERAL INFORMATION

The Standard Operating Procedures Manual has been revised for the purpose of accumulating and compiling all comprehensive information to ensure compliance of the City of Newark's Affirmative Action Plan.

The procedure is mandatory and applies to Owners, Developers, General Contractors, Suppliers and Vendors receiving Tax Abatement, Land Leases, Loans, Grant Contracts, City Contracts and/or other special concessions from the City of Newark.

1. The Office of Affirmative Action is located in City Hall, 920 Broad Street, Room B-25, Newark, New Jersey 07102, (201) 733-6394.
2. All General/Prime Contractors awarded a City Contract, Demolition Contract and/or Construction Project, must attend a Pre-Award Conference with the City of Newark's Office of Affirmative Action.
3. All General/Prime Contractors must complete and submit to the Office of Affirmative Action an entire set of pre-award documents at least one month prior to construction or contract starting, ensuring dates and dollar amounts as required.
4. All Suppliers/Vendors must submit Appendixes A and G if contract or purchase order is in excess of \$4,500. The General/Prime Contractor must include on their Appendix G all suppliers and/or vendors.
5. All Contractors doing any work for or within the City of Newark must register with the License Bureau, City of Newark, 920 Broad Street, Room 115, Newark, New Jersey, prior to starting work.
6. All Minority Business enterprises and Women Business Enterprises, Contractors, Suppliers and Vendors, must be registered with the Office of Affirmative Action, Room B-25, 920 Broad Street, Newark, New Jersey, (201) 733-6394 and certified by an approved government agency. Failure to comply with this requirement may result in disallowance of the MBE dollars for that specific contractor(s).

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7. Minority Business Enterprise (MBE) shall be deemed independently owned and operated, its management is responsible for both its daily and its long-term operation, and if its management owns at least 51 percent interest in the business.

In order to be eligible as a MBE, a business must be a sole proprietorship, partnership or corporation at least 51 percent of which is owned and controlled by persons who are black, Hispanic, Asian American, American Indian or Alaskan natives, which are follows:

Black American: having origins in any of the black racial groups of Africa.

Hispanic American: a person of Mexican, Puerto Rican, Cuban, Central or South America or other non-European Spanish culture or origin, regardless of race.

Asian American: a person having origins in any of the original people of the Far East Southwest Asia, and Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

8. Minority worker is defined as follows:

- a. Black American: having origins in any of the black groups of Africa.
- b. Hispanic American: a person of Mexican, Puerto Rican, Cuban, Central or South American or other non-European Spanish culture or origin, regardless of race.
- c. Asian American: a person having origins in any of the original people of the Far East, Southeast Asia, and Indian subcontinent, Hawaii or the Pacific Islands.
- d. American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

SECTION II

CONTRACTOR'S RESPONSIBILITIES

1. The General/Prime Contract is responsible for the awarding of 25% of the total contract/project dollar amount to minority contractor(s) in accordance with the City of Newark's Affirmative Action Ordinance, Chapter 2, Article 11, of the revised Affirmative Action Ordinance of the City of Newark, New Jersey 1984, as amended and supplemented.
2. All Contractors are required to file with the City of Newark's License Bureau, City Hall, Room 115, in accordance with Ordinance to amend Title 8, Businesses and Occupations of the revised Ordinances of the City of Newark, New Jersey 1984 as amended and supplemented adding thereto Chapter 21, Building Contractors. (To establish regulations and procedures for licensing of Building Contractors.)
3. The General/Prime Contractor is responsible for each of his/her sub-contractor's compliance with the City of Newark's Affirmative Action Ordinance. When awarding sub-contracts, the General/Prime Contractor is required to stipulate the requirements in meeting the Affirmative Action Ordinance.
4. The General/Prime Contractor has the responsibility of submitting all documents, manpower and payroll reports as required by the Standard Operating Procedures Manual in accordance with the City of Newark's Affirmative Action Ordinance.
5. All Minority Contractors, Suppliers and Vendors must be registered with the Office of Affirmative Action, Room B-25, City Hall, 920 Broad Street, Newark, New Jersey 07102, (201) 733-6394 and certified by an approved government agency. Failure to comply with this requirement may result in disallowance of the MBE dollars for that specific contractor(s).

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SECTION III
CITY OF NEWARK'S AFFIRMATIVE ACTION PROGRAM
STANDARD OPERATING PROCEDURE

PRE-AWARD DOCUMENTS

- A. Statement of Compliance
- B. Letter to Subcontractor
- C. Designation of Compliance Officer
- D. Contractor's Goals
- E. Contractor's Obligations
- F. Manning Table (Six-month projection of manpower to be used on project)
- G. Minority Business Utilization Certificate

(All required items to be completed and include the total dollar amount awarded to date. General/Prime Contractors will indicate on their Appendix G. All suppliers and/or vendors with direct awards or purchase orders given by them. All Contractors must submit updated Appendix G before the 5th of each month)

Dollar amount of contract column must equal at minimum the project cost specified in the tax abatement application.

- H. All Minority Contractors will submit a copy of their Certification Documentation from an approved government agency.

**All dates and dollar amounts must be included.

**All Contractors must complete all of the above appendixes, with the exception of Suppliers and Vendors.

**Suppliers and Vendors with contracts and/or purchase orders in excess of \$4,500 will complete Appendixes A and G only.

KHOV004462

AFFIRMATIVE ACTION PLAN

STATEMENT OF COMPLIANCE

The employment policies and practices of the (YOUR COMPANY'S NAME) are to recruit and to hire employees without discrimination because of race, creed, color or national origin, and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

This company submits this plan to assure compliance with Executive Order No. 11246 and subsequent orders and more specifically the Newark Affirmative Action Plan that may pertain to this program and to reaffirm its continued commitment to a program of equal employment opportunity and merit employment policies.

It agrees to assert leadership within the community and to put forth the maximum effort to achieve full employment and utilization of the capabilities and productivity to all our citizens without regard to race, creed, color or national origin.

This company further recognizes that the effective application of a policy of merit employment involves more than a policy statement and will, therefore, undertake a program of affirmative action to make known that equal employment opportunities are available on the basis of individual merit and to encourage all persons seek employment with the company and to strive for advancement on this basis.

President/Director

Your Company's Name and Address

Job Site

c Lynda J. Thornes, Manager
Affirmative Action

KHOV004463

APPENDIX B

This letter must be sent
certified with Return
Receipt Requested, with
copies of both sent to
manager, Office of
Affirmative Action

Subcontractors
234 Main Street
Millsville, NJ

Gentlemen:

Reference: Name of Project, Newark, New Jersey

The (name of your company) is morally and legally committed to nondiscrimination in employment. Any person who applies for a job with this company will not be discriminated against because of race, creed, national origin, handicap or sex.

In policy statements our company has declared a firm commitment to this type of policy in consonance with the Civil Rights Act of 1964, Executive Order No. 11246, NJSA 10:5-31 et.seq.

To this end, as a condition of our company retaining your services we shall expect you to conduct your hiring practices in a nondiscriminatory manner. Furthermore, an aggressive outreach program will be undertaken to increase minority representation.

By agreeing to work on the abovementioned project your firm is committed to policies and practices consistent with the provisions of the Civil Rights Act of 1964 and Executive Order No. 11246. And that you will agree to comply with the Newark Affirmative Action Program as it pertains to the reference project.

Sincerely,

Acknowledgment

John Doe
President

I hereby acknowledge that I have
read the above and agree to comply
with the obligation and
responsibilities aforementioned

c Lynda J. Thornes
Affirmative Action

KHOV004464

APPENDIX B.1

This letter must be sent
certified with Return
Receipt Requested, with
copies of both sent to
Office of Affirmative Action

Local Union 000
234 Main Street
Millsville, NJ

Gentlemen:

Reference: Name of Project, Newark, New Jersey Site # _____

The (name of your company) is morally and legally committed to nondiscrimination in employment. Any person who applies for a job with this company will not be discriminated against because of race, creed, national origin, handicap or sex.

In policy statements our National Unions has declared a firm commitment to this type of policy in consonance with the Civil Rights Act of 1964, Executive Order No. 11246, NJSA 10:5-31 et.seq.

To this end, we earnestly solicit your help by engaging in aggressive recruitment for minorities. May we count on your help in this matter?

Please acknowledge your intentions in this matter and indicate whether or not your policies and practices will be consistent with the provisions of the Civil Rights Act of 1964 and Executive Order No. 11246. And that you will agree to comply with the Newark Affirmative Action Program as it pertains to the reference project.

Sincerely,

Acknowledgment

John Doe
President

I hereby acknowledge that I have
read the above and agree to comply
with the obligation and
responsibilities aforementioned

c Lynda J. Thornes
Affirmative Action

KHOV004465

APPENDIX C

EQUAL EMPLOYMENT OPPORTUNITY
DESIGNATION OF COMPLIANCE OFFICER

Your Company
231 Oak Street
Town, NJ

Attention: All Employees

(Mr. John Doe) has been appointed the Affirmative Action Compliance Officer, under the direct supervision of (your company's director/president), for the (name of your company). He/she will handle all complaints which allege discrimination because of race, creed, color or national origin. He/she will also handle all compliance situations relative to the Newark Affirmative Action Program.

This company is bound to live up to the provisions of the Civil Rights Act of 1964 and the current Executive Order relating to Equal Employment Opportunity.

(Mr. John Doe) can be reached by telephone at (phone number). His office address is (231 Oak Street, Town, New Jersey).

President/Director

Site

c Lynda J. Thornes
Affirmative Action

KHOV004466

APPENDIX D

CONTRACTOR'S GOALS

Use Company Letterhead

<u>Trade</u>	Minority/Journey Worker's Goals (In Percentage)
Asphalt Workers	
Bricklayers	
Carpenters	
Cement Finishers	
Curb & Sidewalk Installers	
Electricians	
Elevator Constructors	
<i>Exterminators</i>	
Glaziers	
Heating Tempature Controllers	
Insulators	
Ironworkers	
Operating Engineers	
Painters	
Plumbers/Pipefitters/Steamfitters	
Pneumatice Tubing Installers	
Roofers	
Sheetmetal Workers	
Tile Setters	

This is a sample form. The City's Goal for Minority Journey workers is 33 1/3% of each trade. However, Minority Laborers will be 50%. If your company's trade is not included, please add it to this list.

KHOV004467

CONTRACTOR'S OBLIGATIONS

Your Company's Letterhead

Office of Affirmative Action
City Hall, Room B-25
920 Broad Street
Newark, NJ 07102

Dear Ms. Thornes:

We shall designate the Affirmative Action Officer or his/her designee to submit the weekly payroll records for all crafts covered under the contract provisions. In addition, we will include a monthly cumulative summary of project manhours worked on a craft by craft basis, and identified as to minority or non-minority status.

Failure to submit these reports will result in sanctions.

Sincerely,

John Doe
President

Your Company's Name

Job Site

Address

KHOV004468

NEWARK

JOB SITE ADDRESS _____
 JOB SITE# _____

PROJECTED START _____
PROJECTED COMPLETION _____

[illegible]

KHOV004469

Newark

Minority Business Enterprises Utilization Certificate
Office of Affirmative Action

Job Site Address

Job Site #

Appendix G

Company Name/ Address	Dates	Minority Status	Type of Work Service and/or Supplies	Dollar Amount of Contract
	Contract Awarded Project Start Date Project Completion Date	Minority Yes <input type="checkbox"/> No <input type="checkbox"/> WBE Yes <input type="checkbox"/> No <input type="checkbox"/>		
Phone No.				
IRS No.				
	Contract Awarded Project Start Date Project Completion Date	Minority Yes <input type="checkbox"/> No <input type="checkbox"/> WBE Yes <input type="checkbox"/> No <input type="checkbox"/>		
Phone No.				
IRS No.				
	Contract Awarded Project Start Date Project Completion Date	Minority Yes <input type="checkbox"/> No <input type="checkbox"/> WBE Yes <input type="checkbox"/> No <input type="checkbox"/>		
Phone No.				
IRS No.				
	Contract Awarded Project Start Date Project Completion Date	Minority Yes <input type="checkbox"/> No <input type="checkbox"/> WBE Yes <input type="checkbox"/> No <input type="checkbox"/>		
Phone No.				
IRS No.				

KHOV004470

NOTE: This form MUST be filled out completely, all dates and dollar amounts must be included. This is a monthly form due by the 5th of each month.

IN WITNESS, WHEREOF, the undersigned has caused this certificate to be executed this _____ day of _____, 19____.

Sworn and subscribed to me before this day of _____, 19____.

CITY OF NEWARK'S AFFIRMATIVE ACTION PROGRAM

STANDARD OPERATING PROCEDURES

FOR MEETING MANPOWER REQUIREMENTS

SECTION IV

Purpose: To establish a procedure for each contractor to follow with regard to employment of journeymen, apprentices, referrals and non-union.

Procedures: Journeyman

1. The minority requirement for all journeymen hours 33 1/3% except laborers, laborers shall be 50%. Contractors will make every effort to reach minority head count through union referrals a maximum of seventy-two (72) hours should be allotted for the unions to supply minority journeymen.
2. If the required head count cannot be reached through union referrals, the contractor should document this effort and immediately forward a copy to the City of Newark's Manager, Office of Affirmative Action, Room B-25, 920 Broad Street, Newark, New Jersey 07102.
3. If the contractor refuses to employ any person referred by the union, he must submit a written explanation within 24 hours to the City of Newark's Office of Affirmative Action, keeping in mind that any refusal to employ any person referred must be based solely on ability and/or performance and should not in any way be influenced by union or any other organization affiliation.
4. If, after making a good faith effort to obtain minority journeymen through unions, the contractor cannot meet the minority hour requirement, he must notify the Office of Affirmative Action for the necessary non-union minority journeymen.

KHOV004471

5. If a contract finds that a union will not accept the benefits and/or provide the coverage as per the collective bargaining agreement for non-union journeymen, he should document this effort and submit a copy to the City of Newark's Office of Affirmative Action. He must then pay the fringe benefits to the non-union journeymen in his pay check.
6. The contractor will be considered in compliance ONLY when 33 1/3% minority head count goal have been attained for journeymen and 50% minority goal for laborers.

Union Apprentice

1. Union apprentice are to be placed on the job according to the bargaining agreement the contractor and the union.
2. Fifty percent (50%) of all apprentices must be minority.
3. If the contractor refuses to employ any person referred by the union, he must submit a written explanation within 24 hours to the City of Newark's Affirmative Action, keeping in mind that any refusal to employ any person referred must be based solely on ability and/or performance and should not in any way be influenced by union or any other organization affiliation.
4. The contractor will be considered in compliance only when the 50% minority apprentice goal is attained.

Trainees

1. In the event that the union cannot supply minority apprentice, the contractor shall employ a trainee.
2. All trainees shall be referred by the Office of Affirmative Action's Manpower Referred Unit.
3. The ratio shall be as approved by the Department of Labor.
4. When the amount of journeymen meets the allotment of apprentice, (in most cases 1 apprentice to 5 journeymen) trainees shall be hired from the City of Newark's Affirmative Action Manpower Referral Unit.

KHOV004472

5. The wage requirements shall be the same as the apprentice on the equal level of knowledge and performance.
6. After evaluation by the contractor of the trainee, written notification of such shall be submitted to the Office of Affirmative Action as to the level of knowledge and performance.

Lay-Offs

1. Lay-offs will be in accordance with the Department of Labor's procedure, keeping in mind the head count requirements.
2. Lay-offs for non performance should be documented and a copy sent to the Manager, Office of Affirmative Action.

KHOV004473

DAILY REPORTS

SECTION V

1. The Daily Report must be filled out completely by the site superintendent, foreman, or his representative.
2. This report must be ready for the Affirmative Action Program Monitor's inspection of manpower on site no later than 9:00 a.m.
3. In order to simplify this report, it is suggested that the home office pre-type and reproduce enough forms with the company's information, project location, construction site number and list all of their sub-contractors and their respective crafts. The site superintendent, foreman and representative need only to date, fill in correct manpower and sign.
4. All projects working other than the normal day-time hours must notify the Affirmative Action Program Monitor.
5. The Affirmative Action Program Monitor will be notified in advance as to project closing and the reason.
6. All manpower disputes should be brought to the attention of the Affirmative Action Program Monitor.

OFFICE OF AFFIRMATIVE ACTION
Daily Report

KHOV004475

CERTIFIED PAYROLL REPORTS

SECTION VI

1. A copy of your weekly payroll must be submitted listing all manpower working on a project, excluding administrative personnel.
2. An indicator of the first week and the final week will be made. All in between weeks will be dated for pay period.
3. Names, addresses to include city, state and social security numbers must be included for all manpower reported.
4. Total hours, salary and trade must be indicated for each individual.
5. Minority, non-minority, female and male must be indicated for each individual.
6. The name and telephone number of the person responsible for preparing project payroll must be included.

Note: If all of the above are on, or added to a company's payroll, that report will be accepted. Failure to include all of the above will result in the mandatory use of the Office of Affirmative Action Payroll Form.

KHOV004476

CONTRACTOR'S CERTIFIED PAYROLL
OFFICE OF AFFIRMATIVE ACTION

NAME OF PROJECT -

SITE# _____ CONTACT PERSON _____

START
DATE

PAYROLL ENDING DATE

SITE LOCATION

ADDRESS _____

COMPLETION
DATE: _____

AA-7
REV. 6/89

HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE FOREGOING FACTS ARE TRUE.

SIGNATURE _____ DATE _____

5555

KHOV004477

SCHEDULE OF DRAWINGS

SOCIETY HILL AT UNIVERSITY HEIGHTS III SITE C & E

ARCHITECT: KGDR
UNIT MIX: STACKED TOWNHOUSES - 1050, 1150, 1500

DWG.	NO.	TITLE	DATE	LATEST
				REVISION DATE
	1	COVER SHEET	9/17/92	
A-1	2	DETAILS	9/17/92	
A-2	3	WALL SECTION	9/17/92	
A-3	4	DETAILS	9/17/92	9/24/92
A-4	5	DETAILS	9/17/92	
A-5	6	DETAILS	9/17/92	9/24/92
A-6	7	FOUNDATION PLAN 12-UNIT BUILDING	9/17/92	9/24/92
A-7	8	FOUNDATION PLAN 16-UNIT BUILDING	9/17/92	
A-8	9	FOUNDATION PLAN 20-UNIT BUILDING	9/17/92	9/24/92
A-9	10	FOUNDATION PLAN 24-UNIT BUILDING	9/17/92	9/24/92
A-10	11	FOUNDATION PLAN 28-UNIT BUILDING	9/17/92	
A-11	12	COMPOSITE FLOOR PLANS- 12 UNIT BUILDING	9/17/92	10/1/92
A-12	13	COMPOSITE FLOOR PLANS- 16 UNIT BUILDING	9/17/92	9/24/92
A-13	14	COMPOSITE FLOOR PLANS- 16 UNIT BUILDING	9/17/92	
A-14	15	COMPOSITE FLOOR PLANS- 20 UNIT BUILDING	9/17/92	
A-15	16	COMPOSITE FLOOR PLANS- 20 UNIT BUILDING	9/17/92	
A-16	17	COMPOSITE FLOOR PLANS- 24 UNIT BUILDING	9/17/92	
A-17	18	COMPOSITE FLOOR PLANS- 24 UNIT BUILDING	9/17/92	
A-18	19	COMPOSITE FLOOR PLANS- 28 UNIT BUILDING	9/17/92	
A-19	20	COMPOSITE FLOOR PLANS- 28 UNIT BUILDING	9/17/92	9/24/92
A-20	21	COMPOSITE ELVS. 12 & 16 UNIT BLD. & END ELVS.	9/17/92	
A-21	22	COMPOSITE ELEVS. 20 - UNIT BUILDING	9/17/92	9/24/92
A-22	23	COMPOSTIE ELEVATIONS 24 & 28 UNIT BLDG.	9/17/92	9/24/92
A-23	24	FLOOR PLANS STH 1050 BB MARKET UNIT	9/17/92	9/24/92
A-24	25	FLOOR PLANS STH 1050 BB	9/17/92	
A-25	26	ELEVATIONS "A" STH 1050 BB	9/17/92	
A-26	27	ELEVATIONS "B" STH 1050 BB	9/17/92	
A-27	28	ELEVATIONS "C" STH 1050 BB	9/17/92	9/24/92
A-28	29	FLOOR PLANS STH 1150 BB	9/17/92	9/24/92
A-29	30	ELEVATIONS "A" STH 1150 BB	9/17/92	9/24/92
A-30	31	ELEVATIONS "B" STH 1150 BB	9/17/92	9/24/92
A-31	32	FLOOR PLANS STH 1500 BB	9/17/92	
A-32	33	ELEVATIONS "A" & "B" STH 1500 BB	9/17/92	
A-33	34	BUILDING SECTION & SCHEDULES	9/17/92	9/24/92
S-1	35	STRUCTURAL PLANS STH 1050 BB	9/14/92	9/24/92
S-2	36	STRUCTURAL PLANS STH 1050 BB	9/14/92	9/24/92
S-3	37	STRUCTURAL PLANS STH 1150 BB	9/14/92	9/24/92
E-1	38	ELECTRICAL PLANS STH 1050 BB	9/17/92	9/24/92
E-2	39	ELECTRICAL PLANS STH 1150 BB	9/17/92	9/24/92
E-3	40	ELECTRICAL PLANS STH 1500 BB	9/17/92	9/24/92
E-4	41	ELECTRICAL PLANS STH 1500 BB & RISER DIAGMS	9/17/92	9/24/92
M-1	42	HVAC FLOOR PLANS STH 1150 BB	8/27/92	9/14/92
M-2	43	HVAC FLOOR PLANS STH 1050 BB	8/27/92	9/14/92
M-3	44	HVAC FLOOR PLANS STH 1500 BB	8/27/92	9/14/92

KHOV004478

SCHEDULE OF DRAWINGS

SOCIETY HILL AT UNIVERSITY HEIGHTS III SITE C & E

ARCHITECT: MIKE ROSES & ASSOCIATES
UNIT MIX: TOWPLEX W/GARAGE 1400, 1500, 1800

<u>DWG.</u>	<u>NO. TITLE</u>	<u>DATE</u>	<u>LATEST REVISION DATE</u>
	COVER SHEET		10/2/92
SP-1	SPECIFICATIONS	8/14/92	8/31/92
A-1	UNIT PLANS - FOUNDATION PLAN	8/31/92	
A-2	UNIT PLANS - 1st & 2nd FLOOR PLAN	8/31/92	
A-3	UNIT PLANS - 3rd & 4th FLOOR PLANS	8/31/92	
A-4	BUILDING SECTION	8/31/92	9/10/92
A-4a	BUILDING SECTION	8/31/92	9/10/92
A-5	FRONT ELEVATION (12 UNIT BLDG.)	8/31/92	9/10/92
A-5a	FRONT ELEVATION (6 UNIT BLDG.)	8/31/92	9/10/92
A-6	SIDE ELEVATION (12 UNIT BLDG.)	8/31/92	9/10/92
A-6a	SIDE ELEVATION (6 UNIT BLDG.)	8/31/92	9/10/92
A-7	1st & 2nd FLOOR ELECTRICAL PLANS	8/31/92	
A-8	3rd & 4th FLOOR ELECTRICAL PLANS	8/31/92	
A-9	12 UNIT BLDG. - FOUNDATION PLAN	8/31/92	
A-10	12 UNIT BLDG. - 1st & 2nd FLOOR PLAN	8/31/92	
A-11	12 UNIT BLDG. - 3rd & 4th FLOOR PLANS	8/31/92	
A-12	12 UNIT BLDG. - ELEVATIONS	8/31/92	
A-13	6 UNIT BLDG. - FOUNDATION PLAN	8/31/92	
A-14	6 UNIT BLDG. - 1st & 2nd FLOOR PLANS	8/31/92	
A-15	6 UNIT BLDG. - 3rd & 4th FLOOR PLANS	8/31/92	
A-16	6 UNIT BLDG. - ELEVATIONS	8/31/92	
S-1	2nd & 3rd FLOOR FRAMING PLANS	8/31/92	
S-2	4th & ROOF FRAMING PLANS	8/31/92	
CD-1	CONSTRUCTION DETAILS	8/31/92	9/10/92
CD-2	CONSTRUCTION DETAILS	8/31/92	
M-1	HVAC PLANS	8/27/92	
M-2	HVAC PLANS	8/27/92	
P-1	FIRE SPRINKLER PLANS	8/08/92	
P-2	FIRE SPRINKLER PLANS	8/08/92	
P-3	FIRE SPRINKLER RISER DIAGRAM	8/08/92	

KHOV004479

SOCIETY HILL AT UNIVERSITY HEIGHTS III

SITE C & E

UNIT MIX SCHEDULE

10/20/92

<u>FOUNDATION TYPE</u>	<u>MODEL</u>	<u>UNIT</u>	<u>BUILDING#</u>
T06-AA	TPTG 1500 BB	A	16,18,20
6 UNIT TOWNPlex WITH GARAGE	TPTG 1400 BB	B	
	TPFG 1800 BB	C	
	TPFG 1800 BB	D	
	TPTG 1400 BB	E	
	TPTG 1500 BB	F	
T12-AA	TPTG 1500 BB	A	17,19,21,25,26,30,31
12 UNIT TOWNPlex WITH GARAGE	TPTG 1400 BB	B	
	TPFG 1800 BB	C	
	TPFG 1800 BB	D	
	TPTG 1400 BB	E	
	TPTG 1500 BB	F	
	TPTG 1500 BB	G	
	TPTG 1400 BB	H	
	TPFG 1800 BB	I	
	TPFG 1800 BB	J	
	TPTG 1400 BB	K	
	TPTG 1500 BB	L	
M12-AA	STH 1500 G	A1	23
12 UNIT STACKED TOWNHOUSE	STH 1500 U	A2	
	STH 1050 GM *	B1	
	STH 1050 UM *	B2	
	STH 1500 G	C1	
	STH 1500 U	C2	
	STH 1500 G	D1	
	STH 1500 U	D2	
	STH 1050 GL *	E1	
	STH 1050 UL *	E2	
	STH 1500 G	F1	
	STH 1500 U	F2	
M16-AA	STH 1500 G	A1	28,29
16 UNIT STACKED TOWNHOUSE	STH 1500 U	A2	
	STH 1050 G	B1	
	STH 1050 U	B2	
	STH 1050 G	C1	
	STH 1050 U	C2	
	STH 1500 G	D1	
	STH 1500 U	D2	
	STH 1500 G	E1	
	STH 1500 U	E2	
	STH 1050 G	F1	
	STH 1050 U	F2	
	STH 1050 G	G1	
	STH 1050 U	G2	
	STH 1500 G	H1	
	STH 1500 U	H2	

* Mt. Laurel - Low/Moderate Income Unit

KHOV004480

SOCIETY HILL AT UNIVERSITY HEIGHTS III

SITE C & E

UNIT MIX SCHEDULE

10/20/92

<u>FOUNDATION TYPE</u>	<u>MODEL</u>	<u>UNIT</u>	<u>BUILDING#</u>
M20-AF	STH 1500 G	A1	32
20 UNIT STACKED	STH 1500 U	A2	
TOWNHOUSE	STH 1050 G	B1	
	STH 1050 U	B2	
	STH 1050 GL *	C1	
	STH 1050 UM *	C2	
	STH 1050 GL *	D1	
	STH 1050 U	D2	
	STH 1500 G	E1	
	STH 1500 U	E2	
	STH 1500 G	F1	
	STH 1500 U	F2	
	STH 1050 G	G1	
	STH 1050 U	G2	
	STH 1050 GM *	H1	
	STH 1050 UL *	H2	
	STH 1050 GL *	I1	
	STH 1050 U	I2	
	STH 1500 G	J1	
	STH 1500 U	J2	
M20-AG	STH 1500 G	A1	14
20 UNIT STACKED	STH 1500 U	A2	
TOWNHOUSE	STH 1050 G	B1	
	STH 1050 U	B2	
	STH 1050 GL *	C1	
	STH 1050 UM *	C2	
	STH 1050 GM *	D1	
	STH 1050 UL *	D2	
	STH 1500 G	E1	
	STH 1500 U	E2	
	STH 1500 G	F1	
	STH 1500 U	F2	
	STH 1050 G	G1	
	STH 1050 U	G2	
	STH 1050 GM *	H1	
	STH 1050 UL *	H2	
	STH 1050 GL *	I1	
	STH 1050 UM *	I2	
	STH 1500 G	J1	
	STH 1500 U	J2	

* Mt. Laurel - Low/Moderate Income Unit

KHOV004481

SOCIETY HILL AT UNIVERSITY HEIGHTS III
SITE C & E

UNIT MIX SCHEDULE
10/20/92

<u>FOUNDATION TYPE</u>	<u>MODEL</u>	<u>UNIT</u>	<u>BUILDING#</u>
M24-AC 24 UNIT STACKED TOWNHOUSE	STH 1500 G	A1	15,27,33
	STH 1500 U	A2	
	STH 1150 G	B1	
	STH 1150 U	B2	
	STH 1050 GL *	C1	
	STH 1050 UM *	C2	
	STH 1050 GM *	D1	
	STH 1050 UL *	D2	
	STH 1150 G	E1	
	STH 1150 U	E2	
	STH 1500 G	F1	
	STH 1500 U	F2	
	STH 1500 G	G1	
	STH 1500 U	G2	
	STH 1150 G	H1	
	STH 1150 U	H2	
	STH 1050 GM *	I1	
	STH 1050 UM *	I2	
	STH 1050 GL *	J1	
	STH 1050 UL *	J2	
	STH 1150 G	K1	
	STH 1150 U	K2	
	STH 1500 G	L1	
	STH 1500 U	L2	
M24-AD 24 UNIT STACKED TOWNHOUSE	STH 1500 G	A1	24
	STH 1500 U	A2	
	STH 1150 G	B1	
	STH 1150 U	B2	
	STH 1050 G	C1	
	STH 1050 U	C2	
	STH 1050 G	D1	
	STH 1050 U	D2	
	STH 1150 G	E1	
	STH 1150 U	E2	
	STH 1500 G	F1	
	STH 1500 U	F2	
	STH 1500 G	G1	
	STH 1500 U	G2	
	STH 1150 G	H1	
	STH 1150 U	H2	
	STH 1050 GL *	I1	
	STH 1050 UM *	I2	
	STH 1050 GM *	J1	
	STH 1050 UL *	J2	
	STH 1150 G	K1	
	STH 1150 U	K2	
	STH 1500 G	L1	
	STH 1500 U	L2	

* Mt. Laurel - Low/Moderate Income Unit

KHOV004482

SOCALY HILL AT UNIVERSITY HEIGHTS I.
SITE C & E

UNIT MIX SCHEDULE
10/20/92

<u>FOUNDATION TYPE</u>	<u>MODEL</u>	<u>UNIT</u>	<u>BUILDING#</u>
M28-AA	STH 1500 G	A1	22
28 UNIT STACKED	STH 1500 U	A2	
TOWNHOUSE	STH 1150 G	B1	
	STH 1150 U	B2	
	STH 1050 G	C1	
	STH 1050 U	C2	
	STH 1050 G	D1	
	STH 1050 U	D2	
	STH 1050 G	E1	
	STH 1050 U	E2	
	STH 1150 G	F1	
	STH 1150 U	F2	
	STH 1500 G	G1	
	STH 1500 U	G2	
	STH 1500 G	H1	
	STH 1500 U	H2	
	STH 1150 G	I1	
	STH 1150 U	I2	
	STH 1050 G	J1	
	STH 1050 U	J2	
	STH 1050 G	K1	
	STH 1050 U	K2	
	STH 1050 G	L1	
	STH 1050 U	L2	
	STH 1150 G	M1	
	STH 1150 U	M2	
	STH 1500 G	N1	
	STH 1500 U	N2	

* Mt. Laurel - Low/Moderate Income Unit

KHOV004483

IN WITNESS WHEREOF, the parties have hereunto fixed their hands and seals
on the date first above written.

Trilco Div of Broder Supply
Material Supplier Company Name

WITNESS/ATTEST

Lene Odehmer

BY: Larry Gelber

ATTEST:

RS
ROBERT SCHWARTZ
ASSISTANT SECRETARY

K. HOVNANIAN AT NEWARK URBAN
RENEWAL CORPORATION III, INC.

BY: Conrad E. Gack
CONRAD E. GACK
PRESIDENT 12/15/92

Unless executed by the President or other appropriate officer of the
Developer and attested to by the appropriate officer of Developer, this
Agreement shall not be binding upon Developer.

KHOV004484

UZ-5 (6-91)

To be completed by purchaser and given to and retained by vendor. Read instructions on back of this certificate.

The vendor must collect the tax on a sale of taxable property or services unless the purchaser gives him a properly completed exemption certificate

State of New Jersey
DIVISION OF TAXATION
SALES TAX
(N.J.S.A. 52:27H-60)

EXEMPT PURCHASE PERMIT NUMBER

2687

Effective Dates

FROM 06 / 30 / 92

TO 06 / 29 / 93

**URBAN ENTERPRISE EXEMPT
PURCHASE CERTIFICATE**

TO

Trilco

(Name of Vendor)

One South Main Street

(Address of Vendor)

South Toms River, NJ 08753

The undersigned certifies:

That this qualified business holds a valid Exempt Purchase Permit (UZ-5A) and is not subject to the New Jersey Sales and Use Tax, in connection with this transaction.

That the tangible personal property or service described below which shall be purchased from you is intended solely and exclusively for the use or consumption of this qualifying business within an enterprise zone.

That the tangible personal property or service to be purchased (the purchasing of a motor vehicle is not eligible) is described as follows:

K. Hovnanian @ Newark Urban Renewal Corp. III, Inc
(Name of Purchaser)

By:

Conrad E. Gack
Conrad E. Gack, President
(Signature and Title of Owner, Partner, or Officer of Corporation)

P.O. Box 500, Red Bank, NJ 07701
(Business Address of Purchaser)

Berlin A. Thompson
Director
Division of Taxation

(Date)

See INSTRUCTIONS on other side

KH0V004485

MAY BE REPRODUCED

UZ-5 (8-91)

To be completed by purchaser and given to and retained by vendor. Read instructions on back of this certificate.

The vendor must collect the tax on a sale of taxable property or services unless the purchaser gives him a properly completed exemption certificate

State of New Jersey
DIVISION OF TAXATION
SALES TAX
(N.J.S.A. 52:27H-60)

EXEMPT PURCHASE PERMIT NUMBER

2687

Effective Dates

FROM 06 / 30 / 92

TO 06 / 29 / 93

**URBAN ENTERPRISE EXEMPT
PURCHASE CERTIFICATE**

TO

Trilco

(Name of Vendor)

One South Main Street

(Address of Vendor)

South Toms River, NJ 08753

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That the tangible personal property or service described below which shall be purchased from you is intended solely and exclusively for the use or consumption of this qualifying business within an enterprise zone.

That the tangible personal property or service to be purchased (the purchasing of a motor vehicle is not eligible) is described as follows:

K. Hovnanian @ Newark Urban Renewal Corp. III, Inc

(Name of Purchaser)

By: *Conrad E. Gack* Conrad E. Gack, President
(Signature and Title of Owner, Partner, or Officer of Corporation)

P.O. Box 500, Red Bank, NJ 07701
(Business Address of Purchaser)

Aselin A. Thompson

Director
Division of Taxation

(Date)

See INSTRUCTIONS on other side

KHOV004486

1. **GOOD FAITH** - In general, a seller or lessor who accepts an exemption certificate in "good faith" is relieved of liability for collection or payment of tax upon transactions covered by the certificate. The question of "good faith" is one of fact and depends upon a consideration of all the conditions surrounding the transaction. A vendor is presumed to be familiar with the law and the regulations pertinent to the business in which he deals.

In order for "good faith" to be established, the following conditions must be met:

- (a) The certificate must contain no statement or entry which the seller or lessor knows, or has reason to know, is false or misleading.
- (b) The certificate must be an officially promulgated certificate form or a substantial and proper reproduction thereof.
- (c) The certificate must be dated and executed in accordance with the published instructions, and must be complete and regular in every respect.

The vendor may, therefore, accept this "good faith" certificate as a basis for exempting sales to the signatory purchaser provided that:

- (d) The purchaser's Urban Enterprise Permit number, indicating that the purchaser is registered with the New Jersey Division of Taxation, is entered on the face of the Certificate.
- (e) The purchaser has entered all other information required on the form.
- (f) The vendor has no reason to believe that the property to be purchased is of a type not ordinarily used by the purchaser for the purpose described in this Certificate.

2. **IMPROPER CERTIFICATE** - This certificate is valid only for purchases made between the effective dates shown. Sales transactions which are not supported by properly executed exemption certificates shall be deemed to be taxable retail sales. The burden of proof that the tax was not required to be collected is upon the vendor.
3. **CORRECTION OF CERTIFICATE** - In general, vendors have 60 days after date of sale to obtain a corrected certificate where the original certificate lacked material information required to be set forth in said certificate or where such information is incorrectly stated.
4. **ADDITIONAL PURCHASES BY SAME PURCHASER** - This Certificate will serve to cover additional purchases by the same purchaser of the same general type of property. However, each subsequent sales slip or purchase invoice based on this Certificate must show the purchaser's name, address and Urban Enterprise Exempt Purchase Permit number for purposes of verification.
5. **RETENTION OF CERTIFICATES** - Certificates must be retained by the vendor for a period of not less than three years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the vendor and available for inspection on or before the 60th day following the date of the transaction to which the certificate relates.
6. **QUALIFYING PURCHASES** - It may be used only for the purchase of property or services used exclusively at the purchaser's place of business in the zone. It may not be used for the purchase of motor vehicles, or for parts or services for motor vehicles.

STATE OF NEW JERSEY, DIVISION OF TAXATION

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KHOV004487

INSTRUCTIONS TO VENDORS CONCERNING EXEMPT PURCHASE CERTIFICATE

GOOD FAITH - In general, a seller or lessor who accepts an exempt purchase certificate in "good faith" is relieved of liability for collection or payment of tax upon transactions covered by the certificate. The question of "good faith" is one of fact and depends upon a consideration of all the conditions surrounding the transaction. A vendor is presumed to be familiar with the law and the regulations pertinent to the business in which he deals.

In order for "good faith" to be established, the following conditions must be met:

- (a) The certificate must contain no statement or entry which the seller or lessor knows, or has reason to know, is false or misleading.
- (b) The certificate must be an officially promulgated certificate form or a substantial and proper reproduction thereof.
- (c) The certificate must be dated and executed in accordance with the published instructions, and must be complete and regular in every respect.

The vendor may, therefore, accept this "good faith" certificate as a basis for exempting sales to the signatory purchaser provided that:

- (a) The Certificate of Authority Number, showing that the purchaser is a registered vendor, is entered on the form.
- (b) The purchaser has entered all other information required and checked the appropriate items.
- (c) The purchase is made between the effective dates shown.

All sales which are not supported by a properly executed exemption certificate shall be deemed retail sales and the burden of proving the sale is not at retail is upon you as the vendor.

NOTE: This form may be used by sub-contractors by adding a sheet containing information from the sub-contractor similar to that given by the contractor.

- Reproduction of Form -

Private reproduction of this form may be made without prior permission from the Division of Taxation.

KHOV004488

MAY BE REPRODUCED

UZ-5 (6-91)

To be completed by purchaser and given to and retained by vendor. Read instructions on back of this certificate.

The vendor must collect the tax on a sale of taxable property or services unless the purchaser gives him a properly completed exemption certificate

State of New Jersey
DIVISION OF TAXATION

SALES TAX

(N.J.S.A. 52:27H-60)

EXEMPT PURCHASE PERMIT NUMBER

2687

Effective Dates

FROM 06 / 30 / 93

TO 06 / 29 / 94

**URBAN ENTERPRISE EXEMPT
PURCHASE CERTIFICATE**

TO TRILCO ONE SOUTH MAIN STREET, SOUTH TOMS RIVER, NJ 08753
(Name of Vendor)

22-1805243
(Address of Vendor)

The undersigned certifies:

That this qualified business holds a valid Exempt Purchase Permit (UZ-5A) and is not subject to the New Jersey Sales and Use Tax, in connection with this transaction.

That the tangible personal property or service described below which shall be purchased from you is intended solely and exclusively for the use or consumption of this qualifying business within an enterprise zone.

That the tangible personal property or service to be purchased (the purchasing of a motor vehicle is not eligible) is described as follows:

71 Wickliffe Street, Newark, NJ 07103

K. Hovnanian at Newark Urban Renewal Corp. III, Inc
(Name of Purchaser)

By Glenn Ward Glenn Ward, VP Construction
(Signature and Title of Owner, Partner, or Officer of Corporation)

P.O. Box 500, NJ 07701
(Business Address of Purchaser)

Debra A. Thompson
Director
Division of Taxation

7/29/93
(Date)

KHOV004489

See INSTRUCTIONS on other side